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General Durable Power of Attorney

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY THAT BECOMES EFFECTIVE ON YOUR INCAPACITY AS HEREAFTER SET FORTH. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.
2. THESE POWERS WILL COME INTO EXISTENCE ONLY UPON YOUR SUBSEQUENTLY BECOMING DISABLED OR INCAPACITATED AND WILL THEREAFTER CONTINUE TO EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT.
3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

This
PROPERTY POWER OF ATTORNEY
prepared for
WILFORD J. HOFFMANN

The Owen Law Firm
P. O. Box 7252
Tupelo, MS 38802-7252
(601) 841-9333 FAX (601) 841-9309

Sylvia Owen
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Property Power of Attorney of

WILFORD J. HOFFMANN

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Property Power of Attorney of

WILFORD J. HOFFMANN

I, WILFORD J. HOFFMANN, also known as WILFORD JACOB HOFFMANN, a resident of DeSoto County, Mississippi, intend to create a General Durable Power of Attorney (herein referred to as "this Power") and appoint the first person(s) named on the following list as my Attorney(s)-in-Fact (my "Agent" or Co-Agents, as the case may be; and, unless the context indicates otherwise, any reference to my Agent herein shall also refer to any Co-Agent) and the subsequent person(s) named on said list as successor(s) to such Agent(s), each of such Agents, or Co-Agents, to act alone (and, if applicable, with each Co-Agent being authorized to act separately and alone) and successively in the priority listed upon the previously named Agent's (or each such Co-Agents', if applicable) death, incapacity, resignation, unavailability or failure or refusal to so serve or accept the office of Agent at any time for any reason:

CHARILAN ANN HOFFMANN EDWARDS

Daughter

7236 E 55th Place

Tulsa, Oklahoma 74145

918.660.0622

STANLEY JOSEPH HOFFMANN

Son

8913 Micheal Edward Dr.

Louisville, Kentucky 40291

502.231.0101

This Power shall become effective upon my incapacity, but only until I regain capacity. Upon my regaining capacity, the powers granted to my Agent shall cease. Determination of my or any Agent's incapacity and my regaining capacity shall be based upon the provisions and directions of the following paragraphs (1), (2) and (3):

- (1) For all purposes under this Power, a person shall be deemed "incapacitated" if and so long as (i) a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of the person, or estate of any person, duly appointed by a court of competent jurisdiction is serving; (ii) upon certification by two licensed physicians a person is unable to properly care for such person or such person's property, which certification shall be made by each physician in a written declaration under penalty of perjury; or (iii) a person is unable freely to

communicate for a period of ninety (90) days. If this original document or a duplicate original is recorded, a certified copy of the decree declaring incapacity or appointing a guardian or conservator or the physicians' certificate(s) shall be recorded in the same county or counties as this original or duplicate original document.

- (2) After a determination of incapacity I shall be deemed to have regained capacity by a finding of a court of competent jurisdiction to that effect or when the guardianship or conservatorship for me has been judicially terminated or upon certification by two licensed physicians that I am able to manage my person or property which certification shall be made by each physician in a written declaration under penalty of perjury. If this original document or a duplicate original is recorded, a certified copy of the decree declaring my regained capacity or terminating the guardianship or conservatorship or the physicians' certificate(s), shall be recorded in the same county or counties as this original or duplicate original document.
- (3) Any party acting in reliance on this instrument shall accept and rely upon the physicians' certificates of incapacity unless and until physicians' certificates declaring otherwise, as previously described in this Power, have been delivered to such party.

I appoint my Agent to act in my name, place and stead in any way which I myself could do, if I were personally present, (to the extent I am permitted to act through an agent) with respect to the powers as indicated in this Power, consisting of 2 Articles, with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

Article One

Powers

Section 1. Real Property Transactions

I give my Agent all of the powers listed below in this Section. All of the powers described in this Section are exercisable equally with respect to any interest in real property that I own when this Power is executed or that is acquired thereafter, whether the real property is located in this state or elsewhere.

a. Acquisition

Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property.

b. Transfer

Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of an interest in real property or a right incident to real property.

c. Mortgages

Grant, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted.

d. Management

Do an act of management or conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including all of the following:

- (1) Insuring against a casualty, liability, or loss.
- (2) Obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise.

- (3) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments.
- (4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property.

e. Improvements

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right.

f. Reorganizations

Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including all of the following:

- (1) Selling or otherwise disposing of them.
- (2) Granting, exercising or selling an option, conversion, or similar right with respect to them.
- (3) Voting them in person or by proxy.

g. Change in Form of Title

Change the form of title of an interest in or right incident to real property.

h. Public Use

Dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest or right.

Section 2. Tangible Personal Property Transactions

I give my Agent all of the powers listed below in this Section. All of the powers described in this Section are exercisable equally with respect to any tangible personal property that I own when this Power is executed or that is acquired thereafter, whether the personal property is located in this state or elsewhere.

a. Acquisition

Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.

b. Transfer

Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property.

c. Security Interests

Grant, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property.

d. Management

Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including all of the following:

- (1) Insuring against casualty, liability, or loss.
- (2) Obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise.
- (3) Paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments.
- (4) Moving from place to place.
- (5) Storing for hire or on a gratuitous bailment.
- (6) Using, altering, and making repairs or alterations.

Section 3. Stock and Bond Transactions

I give my Agent all of the powers listed below in this Section. All of the powers described in this Section are exercisable equally with respect to any interest in any stock, bond, mutual fund, and other type of security to which this Section refers, that I own when this Power is executed or that is acquired thereafter, whether located in this state or elsewhere.

a. Acquisition and Transfer

Buy, sell, assign and exchange stocks, bonds, mutual funds and all other types of securities and financial instruments except commodity futures contracts (other than as may be provided in Section 4 of this Article) and call and put options on stocks and stock indexes.

b. Evidence of Ownership

Receive certificates and other evidence of ownership with respect to securities.

c. Voting

Exercise voting rights with respect to securities, in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Section 4. Commodity and Option Transactions

I give my Agent all of the powers listed below in this Section. All of the powers described in this Section are exercisable equally with respect to any interest in any commodity futures contract or option to which this Section refers, that I own when this Power is executed or that is acquired thereafter, whether located in this state or elsewhere.

a. Acquisition and Transfer

Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange.

b. Accounts

Establish, continue, modify, and terminate option accounts with a broker.

Section 5. Banking and Other Financial Institution Transactions

I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable equally with respect to any financial transaction to which this Section refers, engaged in by me when this Power is executed or that is engaged in thereafter, whether conducted in this state or elsewhere.

a. Existing Accounts

Continue, modify, and terminate an account or other banking arrangement made by me or on my behalf.

b. Opening of Accounts

Establish, modify, and terminate any type of account (including but not limited to checking, savings and certificates of deposit) or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution selected by my Agent.

c. Establishing and Closing Safe Deposit Boxes

Hire or close a safe deposit box or space in a vault.

d. Contracting Services

Contract to procure other services available from a financial institution as my Agent considers desirable.

e. Making Withdrawals

Withdraw by check, order, or otherwise my money or property deposited with or left in the custody of a financial institution.

f. Receiving Financial Statements

Receive bank statements, vouchers, notices, and similar documents from a financial institution, and act with respect to them.

g. Entering Safe Deposit Boxes

Enter a safe deposit box or vault and withdraw or add to the contents.

h. Borrowing Money

Borrow money at an interest rate agreeable to my Agent and pledge as security my personal property as necessary in order to borrow, pay, renew, or extend the time of payment of any of my debts.

i. Checks, Drafts, and Negotiable or Nonnegotiable Paper

Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine, or payable to me or to my order, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due.

j. Receiving Negotiable or Nonnegotiable Instruments

Receive for me and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument.

k. Letters of Credit, Credit Cards, and Travelers Checks

Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit.

l. Extensions to Pay

Consent to an extension of the time of payment, due to or from me, with respect to commercial paper or any other financial transaction with a bank or other financial institution.

Section 6. Business Operating Transactions

I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable equally with respect to any business in which I am interested when this Power is executed or in which I become interested thereafter, whether conducted in this state or elsewhere.

a. Operation and Transfer

Operate, buy, sell, enlarge, reduce, and terminate a business interest.

b. Partnerships

Subject to the terms of any applicable partnership agreement:

- (1) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a partner.
- (2) Enforce the terms of a partnership agreement by litigation or otherwise.
- (3) Defend, submit to arbitration, settle, or compromise litigation to which I am a party because of membership, or a claim of membership, in the partnership.

c. Limited Liability Companies

Subject to any terms of any applicable LLC operating agreement:

- (1) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that I have, may have, or claim to have under a LLC operating agreement, whether or not I am a member.
- (2) Enforce the terms of a LLC operating agreement by litigation or otherwise.
- (3) Defend, submit to arbitration, settle, or compromise litigation to which I am a party because of membership, or a claim of membership, in a LLC.

d. Bonds, Shares, and Other Instruments

Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option that I have or claim to have as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise litigation to which I am a party because of a bond, share, or similar instrument.

e. Sole Proprietorship

With respect to any business that I solely own:

- (1) Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by me or on my behalf with respect to the business before and after execution of this Power.
- (2) Determine the policy of the business as to (a) the location of its operation; (b) the nature and extent of its business; (c) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (d) the amount and types of insurance carried; and (e) the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees.
- (3) Change the name or form of organization under which the business is operated, enter into a partnership agreement with other persons, create or become a member in a limited liability company, or organize a corporation to take over all or part of the operation of the business.
- (4) Demand and receive money due or claimed by me or on my behalf in the operation of the business, and control and disburse the money in the operation of the business.

f. Expansion

Put additional capital into a business in which I have an interest.

g. Reorganization

Join in a plan of reorganization, consolidation, or merger of the business.

h. Sale or Liquidation

Sell or liquidate a business or part of it at the time and upon the terms my Agent considers desirable.

i. Buy-Out Agreements

Represent me in establishing the value of a business under a buy-out agreement to which I am a party.

j. Reports

Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency or instrumentality or that my Agent considers desirable, and make related payments.

k. Taxes

Pay, compromise, or contest taxes or assessments and do any other act that my Agent considers desirable to protect me from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after this Power is executed.

Section 7. Retirement Plan Transactions

I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable with respect to any retirement plan in which I am in any way interested, whether the plan is in this state or elsewhere.

a. Select Payment Options

Select payment options under any retirement plan in which I participate, including plans for self-employed individuals.

b. Beneficiary Designations

Designate beneficiaries under retirement plans and change existing designations, but not including the power to designate my Agent as the beneficiary unless my Agent is already so designated.

c. Voluntary Contributions

Make voluntary contributions to retirement plans.

d. Investment Powers

Exercise the investment powers available under any self directed retirement plan.

e. Rollovers

Make rollovers of plan benefits into other retirement plans.

f. Borrow, Buy, and Sell

If authorized by the plan, borrow from, sell assets to, and purchase assets from the plan.

g. Waiver of Spousal Rights

Waive my spouse as the required beneficiary of a joint or survivor annuity or any other benefit under any qualified plan, if I am married at the time of waiver.

h. Consent to a Waiver of Spousal Rights

Consent to a waiver of my right as the required beneficiary of a joint and survivor annuity or any other benefit under any qualified plan, if I am married at the time of consent.

Section 8. Estate, Trust, or Other Beneficiary Transactions

I give my Agent all of the powers listed below in this Section so that my Agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, whether such matters deal with property located in this state or elsewhere. The powers described in this Section do not include the power to create, modify, or revoke trusts (but such powers may be provided in Section 9 of this Article).

a. Payments

Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund.

b. Claims

Demand or obtain by litigation or otherwise money or other thing of value to which I am, may become, or claim to be entitled by reason of the fund.

c. Participation in Proceedings

Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest.

d. Removal of Fiduciary

Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.

e. Investments and Disbursements

Conserve, invest, disburse, and use anything received for an authorized purpose.

f. Transfer to Revocable Trust

Transfer an interest of mine in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the Trustee of a revocable trust created by me as Trustor.

g. Contingent Interests

Convey or release any contingent or expectant interests in property, including marital property rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety.

Section 9. Power to Create, Modify, or Revoke Trusts for My Benefit and Benefit of My Dependents

a. Establishment of Trusts

I give my Agent the power to establish any trust with my assets for my benefit and the benefit of my issue and any other of my dependents, or one or more of us, upon such terms as my Agent determines are necessary or proper; transfer any asset in which I have an interest to any such trust or to any such trust that I have created; and exercise in whole or in part, release, or let lapse any power I may have as an individual and not as a fiduciary under any trust whether or not created by me. My Agent may be Trustee of any trust established by my Agent.

b. Amend, Revoke or Exercise Powers Over Existing Trusts

Other than a power that would constitute a general power of appointment under Section 2041 of the Internal Revenue Code of 1986, as amended, I give my agent the power to amend, revoke and/or exercise any and all other powers I could exercise under the terms of any trust of which I am a Trustor.

Section 10. Resignation From Fiduciary Positions

I give my Agent the power to resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated, or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, agent, guardian, director or officer of a corporation, or governmental position or office; and to take whatever steps are necessary to accomplish such resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

Section 11. Claims and Litigation

I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable equally with respect to any claim or litigation existing when this Power is executed or arising thereafter, whether existing or arising in this state or elsewhere.

a. Actions

Assert and prosecute before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, cross-complaint, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other things of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief.

b. Intervention and Interpleader

Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae.

c. Provisional Remedies, Enforcement of Judgments and Participation in Proceedings

In connection with litigation:

- (1) Procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief, and use any available procedure to effect, enforce, or satisfy a judgment, order, or decree.
- (2) Perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding me in litigation.

d. Settlement

Submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation.

e. Procedure

Waive the issuance and service of process upon me; accept service of process; appear for me; designate persons upon whom process directed to me may be served; execute and file or deliver stipulations on my behalf; verify pleadings; seek appellate review; procure and give surety and indemnity bonds; contract and pay for the preparation and printing of records and briefs; receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.

f. Bankruptcy

Act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization proceeding, or with respect to an assignment for the benefit of creditors, receivership, or application for the appointment of a receiver or trustee, that affects an interest of mine in property or other thing of value.

g. Payments

Pay a judgment against me or a settlement made in connection with litigation, and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Section 12. Tax Matters

I give my Agent all of the powers listed below in this Section:

a. Preparation and Filing of Documents

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, FICA returns, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Sections 2032A and 2033A or any successor section of the Internal Revenue Code of 1986, as amended), closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority.

b. Paying and Contesting Amounts

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.

c. Exercising Elections

Exercise any election I may have under federal, state, local, or foreign tax law.

d. Acting in Tax Matters

Act for me in all tax matters before the Internal Revenue Service and any other taxing authority.

Section 13. Personal and Family Maintenance

I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable equally whether the acts required for their execution relate to property that I own when this Power is executed or that is acquired thereafter, and whether the acts are performed or property is located in this state or elsewhere.

a. Support

Do the acts necessary to maintain my customary standard of living and the customary standard of living of any persons legally entitled to my support to the extent such acts would not reduce the availability of government benefits to any such person, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by any such persons.

b. Domestic Help, Travel and Necessities

Provide all of the following for the individuals described in subsection a of this Section 13:

- (1) Normal domestic help.
- (2) Usual vacations and travel expenses.
- (3) Funds for shelter, clothing, food, appropriate education, and other current living costs.

c. Medical Care

Pay for necessary medical, dental, and surgical care, hospitalization, and custodial care of the individuals described in subsection a of this Section 13.

d. Transportation

Continue any provision made by me, for the individuals described in said subsection a., for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them.

e. Charge Accounts

Maintain or open charge accounts for the convenience of the individuals described in said subsection a. and open new accounts my Agent considers desirable to accomplish a lawful purpose.

f. Church and Organization Affiliations

Continue payments incidental to my membership in or affiliation with a church, club, society, order, or other organization and continue contributions to those organizations.

g. Religious or Spiritual Needs

Provide, in connection with my care, and in accordance with my established beliefs and customary activities, for the presence and involvement of church persons, clergy, or other persons to attend to my spiritual needs and permit them access to me, maintain or arrange for my membership in religious organizations, and permit my access to their activities and publications, including books, tapes, and similar materials.

h. Pets

House, or arrange for the housing, support, and maintenance of, any animals that I own or have custody of and pay reasonable boarding, kenneling, and veterinary fees for such animals, or if the support and maintenance of any such animal becomes unreasonably expensive, to dispose of such animal in a humane fashion, preferably by finding another home for the animal.

i. Funeral and Burial

Arrange for my funeral or other memorial service and for burial or cremation of my remains, including the purchase of a burial plot or other place for interment of my remains or ashes.

Section 14. Government Benefits

I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable equally with respect to benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in this state or elsewhere.

a. Execution of Vouchers

Execute vouchers in my name for allowances and reimbursements payable to me by the United States or a foreign government or by a state or subdivision of a state, including allowances and reimbursements for my transportation and transportation for any persons customarily or legally entitled to my support, and for shipment of my household effects.

b. Possession of Property

Take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either

governmental or private; and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.

c. Benefits

Prepare, file, and prosecute my claim to a benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation.

d. Actions

Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive.

e. Receipt of Proceeds

Receive the financial proceeds of a claim of the type described in this Section; conserve, invest, disburse, or use anything received for a lawful purpose.

f. Acknowledgement of Intent to Return to Any Residence

Sign on my behalf any document necessary to reflect my intention to return to my residence after any incapacity or other condition which prevents me from currently residing in such residence.

Section 15. Incidental Powers

In connection with the exercise of any of the powers described in the preceding Sections, I give my Agent all of the powers listed below in this Section. All powers described in this Section are exercisable equally with respect to any of my interests, rights, and obligations existing when this Power is executed or arising thereafter, whether in this state or elsewhere.

a. Claims

Demand, receive, and obtain by litigation or otherwise, money or other thing of value to which I am, may become, or claim to be entitled; and conserve, invest, disburse, or use anything so received for the purposes intended.

b. Contracts

Contract in any manner with any person, on terms agreeable to my Agent, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by me or on my behalf.

c. Execution, Acknowledgment and Delivery

Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my Agent considers desirable to accomplish a purpose of a transaction.

d. Actions

Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in my favor or against me or intervene in litigation relating to the claim.

e. Court Assistance

Seek on my behalf the assistance of a court to carry out an act authorized by this Power.

f. Employment

Engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant.

g. Record Keeping

Keep appropriate records of each transaction, including an accounting of receipts and disbursements.

h. Preparation and Filing of Documents

Prepare, execute, and file a record, report, or other document my Agent considers desirable to safeguard or promote my interest under a statute or governmental regulation.

i. Reimbursements

Reimburse my Agent for expenditures properly made by my Agent in exercising the powers granted under this Power.

j. Disclaimers

To release or disclaim on my behalf any interest acquired by intestate, testate or inter vivos transfer.

k. Other Lawful Acts

In general, do any other lawful acts with respect to the power being exercised, it being my intention that, in connection with the exercise of that power, my Agent shall have full authority, to the extent that a principal can act through an agent, to take all actions that he believes necessary, proper, or convenient, to the extent that I could take such actions myself.

Section 16. Power to Make Gifts

a. Estate and Gift Tax Planning

I authorize my Agent to make gifts of any of my assets (whether or not such assets are held in a revocable trust created by me or by my Agent pursuant to this Power) to any individuals, especially to take advantage of the federal estate and gift tax annual exclusion, (and/or to any charities), provided that I have previously made gifts to such donee, or such donee is a beneficiary under my most recently executed Will or Living Trust (as determined by my Agent), or such donee is otherwise a natural object of my bounty. My agent, however, shall make no gift: (i) to said Agent that would exceed the largest amounts not considered to have been appointed as a release by reason of an annual and non-cumulative lapse of a power under Section 2514(c) of the Internal Revenue Code of 1986, as amended, any percentage described therein being relative to the value of all of my assets; or (ii) that would have the effect of discharging said Agent's legal obligation of support. In addition, gifts to my Agent may only be made if substantially identical gifts are simultaneously made to others similarly situated, exclusive of any donee whose receipt of a gift would supplant or replace any government benefits that are being or would be provided absent a gift.

b. Government Benefits Planning

I authorize my Agent to appoint a Special Agent who, relative to my Agent, is not a related or subordinate party as described in Section 672 of the Internal Revenue Code of 1986, as amended, to make gifts of my assets to the parties previously described in this Section 16 (whether or not such assets are held in a revocable trust created by me or my Agent pursuant to this Power) if, in my Agent's judgment, the gift of such assets will qualify me for government benefits and increase the amount of my estate which will be received by my heirs.

Section 17. Restrictions on Property Management Powers

Notwithstanding any other provision in this Power, my Agent shall not have any of the following powers related to property management:

a. Obligations of Agent

To use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support.

b. Insurance on Life of Agent

To exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent.

c.

To hold any power that would constitute a general power of appointment under Section 2041 of the Internal Revenue Code of 1986, as amended.

Section 18. Reimbursement for Costs and Expenses

My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of any of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

Section 19. Life Insurance Products

My Agent shall have the power respecting life insurance policies, annuities or any other insurance product to purchase, invest in, surrender, exchange, pledge, liquidate, borrow against or make any and all available elections thereunder or perform any other acts authorized under the provisions of such products or by law.

Section 20. Additional Powers

In addition to the above enumerated powers, I give my Agent all powers that I could exercise over any property of mine which I own. It is my intent that this Section 20 be read to provide to my Agent any specific power which my Agent needs to manage my affairs which is not either generally authorized by law or included above. Any person acting in reliance on this Section

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20 shall be held harmless from any act by such person.

Article Two

General Provisions

Section 1. Reliance by Third Parties

To induce third parties to act in accordance with the powers granted to my Agent in this document I represent and warrant that:

- a. If this document is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any third party harmless from any loss suffered or liability incurred by the third party in acting in accordance with this document before the third party's receipt of written notice of termination or amendment.
- b. The powers conferred on my Agent may be exercised alone and my Agent's signature or act under the authority granted in this document may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf.
- c. No person who acts in reliance upon any representation of my Agent as to the scope of my Agent's authority granted under this document shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my Agent to exercise any such power nor shall any person who deals with my Agent be responsible to determine or ensure the proper application of funds or property.
- d. All third parties from whom my Agent may request information regarding my personal affairs or my physical or mental health including medical, dental and hospital records are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with those requests. I authorize in advance all physicians, dentists, psychiatrists and psychologists who have treated me and all other providers of health care including hospitals to release to my Agent all information or photocopies of any records that my Agent may request. If I am able to confirm this authorization at the time of the request third parties may seek such confirmation from me, but this authorization shall not be conditional on that confirmation. Physicians,

hospitals and other providers of health care shall treat the request of my Agent as that of a legal representative of an incompetent patient and shall honor that request on that basis. I waive any privilege applicable to such information and records and to any communication pertaining to me and made in the course of a physician-patient or psychiatrist-patient relationship.

Section 2. Ratification

I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All contracts, promissory notes, checks or other bills of exchange, drafts, other obligations, stock powers, instruments and other documents signed, endorsed, drawn, accepted, made, executed or delivered by my Agent shall bind me, my estate, my heirs, successors and assigns.

Section 3. Exculpation of My Agent

My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

Section 4. Revocation and Amendment

Except as to any power of attorney for health care and any state statutory form power of attorney which specifically indicates that it is intended to be supplemental to this power, I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other Attorneys-in-Fact in place of my Agent. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 5. Photostatic Copies

Persons dealing with my Attorney-in-Fact may rely fully on a photostatic copy of this Power.

Section 6. Severability

If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power and all invalid provisions shall be wholly disregarded.

Section 7. Governing Law

All questions pertaining to validity, interpretation and administration of this Power shall be determined in accordance with the laws of the State of Mississippi.

Section 8. Explanation of Durable Power for Property Management

I understand that this Power is an important legal document. Before executing this document, my lawyer explained to me the following:

- a. This document provides my Attorney-in-Fact with broad powers to dispose of, sell, convey and encumber my real and personal property.
- b. The powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power. These powers will continue to exist notwithstanding my subsequent disability or incapacity.
- c. I have the right to revoke or terminate this Power at any time.

This Power of Attorney shall not be affected by my subsequent disability or incompetence.

This Durable Power of Attorney is executed by me on June 05, 2000, in the County of DeSoto, State of Mississippi.

Wilford J. Hoffmann
WILFORD J. HOFFMANN

STATE OF MISSISSIPPI

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SS

COUNTY OF DESOTO

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Personally appeared before me, the undersigned authority in and for the said county and state, on June 05, 2000, within my jurisdiction, the within named WILFORD J. HOFFMANN who acknowledged that he voluntarily executed the above and foregoing instrument.

Lepira Owen
Notary Public

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 29, 2001
BONDED THRU STEGALL NOTARY SERVICE

